

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PHL VARIABLE INSURANCE COMPANY,

Plaintiff,

v.

PRICE DAWE 2006 INSURANCE TRUST, by  
and through its trustee, CHRISTIANA BANK  
AND TRUST COMPANY, and PRICE DAWE  
IRREVOCABLE LIFE INSURANCE TRUST,  
by and through its trustee, CHRISTOPHER S.  
HAMMATT,

Defendants.

C.A. No. 10-964-RGA

**ORDER FOR DEFAULT JUDGMENT**

Pending before the Court is Plaintiff PHL Variable Insurance Company's ("PHL") Motion for Default Judgment <sup>(D.I. 177)</sup> with respect to Defendant Price Dawe Irrevocable Life Insurance Trust ("2008 Trust"). PHL filed suit against Defendant 2008 Trust on November 10, 2010. [D.I. 1]. Defendant 2008 Trust did not appear or otherwise defend this action, and the Clerk of the Court entered default against it on January 24, 2013. [D.I. 179].

Having considered the Motion, submissions by both parties, the arguments of counsel, and the papers on file with the Clerk, the Court is of the opinion that the Motion should be GRANTED for the reasons set forth therein and in the supporting memorandum of law.

It is therefore ORDERED that DEFAULT of Defendant Price Dawe Irrevocable Life Insurance Trust is hereby entered.


It is further ORDERED that PHL is discharged from any and all liability as against Defendant Price Dawe Irrevocable Life Insurance Trust in connection with, or arising out of this litigation and PHL policy number 97520148 (the "Policy").

It is further ORDERED that Defendant Price Dawe Irrevocable Life Insurance Trust is enjoined and restrained from commencing any action in any state or United States court against Phoenix on account of the Policy.

It is further ORDERED that, upon final resolution of the remaining claims in this action, any disbursement of Policy proceeds or refund of Policy premiums, as the Court deems proper, if any, shall be paid to the Price Dawe 2006 Insurance Trust only, and Defendant Price Dawe Irrevocable Life Insurance Trust shall be enjoined and restrained from claiming any rights, title or interest in any such proceeds or premiums.

It is further ORDERED that nothing herein shall be construed as impairing or otherwise affecting PHL's rights to assert any claims and/or defenses in this litigation as against Defendant Price Dawe 2006 Insurance Trust, including but not limited to, PHL's right to seek a declaration from the Court as to the validity of the Policy, PHL's right to argue and/or assert that the Policy lacked a valid insurable interest at its inception, and PHL's right to seek any relief warranted under law or equity that the Court may deem appropriate, all of which such rights shall be retained by PHL subsequent to the entry of default judgment as against Defendant Price Dawe Irrevocable Life Insurance Trust. *Similarly, nothing herein impairs or affects any claims or defenses of the Price Dawe 2006 Insurance Trust. FN*

SO ORDERED this 22<sup>nd</sup> day of April, 2013.

  
Honorable Richard G. Andrews

*FN/ This order gives the Price Dawe 2006 Insurance Trust as much relief as it seeks in its Motion for Partial Summary Judgment. (D.I. 158). Thus, the Motion for Partial Summary Judgment is DENIED as MOOT.*